

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X **STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

GARY MOUZON AND ANTHONY LANE,

Plaintiffs, 10 CV 0061 (JG)(RLM)

-against-

THE CITY OF NEW YORK, POLICE OFFICER
DARNAY HARRIS SHIELD 6193 AND JOHN DOES
POLICE OFFICERS # 1-3,

Defendants.

WHEREAS, plaintiffs Gary Mouzon and Anthony Lane commenced this action by filing a complaint on or about January 7, 2010 alleging that defendants violated their constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues asserted in this litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff, Gary Mouzon the total sum of THIRTY THOUSAND DOLLARS (\$30,000.00) and further agrees to pay plaintiff Anthony Lane THIRTY THOUSAND DOLLARS (\$30,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney fees in connection with the claims Plaintiffs brought in this lawsuit or could have brought in this lawsuit. In consideration for the payment of these sums referenced above, plaintiffs agree to dismissal of all of their claims against the City of New York and the individually named defendant Officer Darnay Harris (collectively the "Defendants") and to release Defendant and the City of New York and any present or former employees or agents of the City of New York, from any and all liability, claims, or rights of action that have or could have been alleged by plaintiffs Gary Mouzon And Anthony Lane in this action, arising from any acts contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a general release based on the terms of paragraph "2" above and an Affidavit Concerning Liens in the forms annexed hereto.

4. Nothing contained herein shall be deemed to be an admission by the City of New York that it has in any manner or way violated Plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time, nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
August 27, 2010

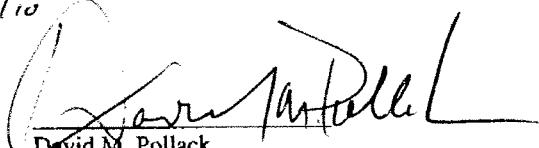
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By:


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8/30/10

By: 
David M. Pollack
Assistant Corporation Counsel

SO ORDERED:

U.S.D.J.